

ATTACHMENT 7

Lawn and Garden Department

Includes, but is not limited to, mowers, tractors, tillers, blowers, trimmers, sweepers, sprayers, cattle guards, sprinklers, powered and non-powered hand tools, and chainsaws

Includes Federal Supply Classes (FSC) 3695, 3720, 3730, 3740, 3750

LAWN AND GARDEN EQUIPMENT	<u>Standard Industrial</u>	<u>North American</u>
	<u>Classification Codes</u>	<u>Industry</u>
	(old classification system)	<u>Classification</u>
	3523	333922
	3524	332212
	3543	332997
	3546	333991

Size Standard: 500 Employees

Assigned Contract Specialists: Judy Ross (816) 823-1286, Dan Perkins (816) 823-1717, Ellen Upchurch (816) 926-7808

ESTIMATED SALES - (ANNUAL)	SPECIAL ITEM NUMBER (SIN)	SUPPLIES OR SERVICES	BRAND NAME OF ITEM(S) OFFERED	PRICE LIST NAME AND DATE DOMESTIC DELIVERY	BASIC DISCOUNT OFFERED DOMESTIC DELIVERY	TIME OF DELIVERY (DAYS ARO) DOMESTIC DELIVERY	*PRICE LIST NAME AND DATE INTERNATIONAL DELIVERY	*BASIC DISCOUNT OFFERED INTERNATIONAL DELIVERY	*TIME OF DELIVERY (DAYS ARO) INTERNATIONAL DELIVERY
\$4,455,796	341-100	Mowers – to include but not limited to - walk-behind—gas, diesel, electric, rechargeable, self-propelled, slope, reel, etc.							
\$1,109,169	341-200	Mowing Implements, Tractor Drawn or Mounted – to include but not limited to – rotary mowing units, tractor mounted all sizes; flail mowing units, tractor mounted all sizes; rotary mowing units, tractor drawn or towed all sizes; flail mowing units tractor drawn or towed all sizes; boom and sickle mowers							

* This section completed only if offering delivery outside domestic scope.

ESTIMATED SALES - (ANNUAL)	SPECIAL ITEM NUMBER (SIN)	SUPPLIES OR SERVICES	BRAND NAME OF ITEM(S) OFFERED	PRICE LIST NAME AND DATE DOMESTIC DELIVERY	BASIC DISCOUNT OFFERED DOMESTIC DELIVERY	TIME OF DELIVERY (DAYS ARO) DOMESTIC DELIVERY	*PRICE LIST NAME AND DATE INTERNATIONAL DELIVERY	*BASIC DISCOUNT OFFERED INTERNATIONAL DELIVERY	*TIME OF DELIVERY (DAYS ARO) INTERNATIONAL DELIVERY
\$3,870,750	341-300	<u>Tractors, Gas/Diesel without implements – lawn and garden dedicated</u> excludes tractors with attachments enabling multiple or general purpose such as loading, excavation, agricultural, highway/ road maintenance or clearing, mowing construction etc.							
\$1,150,540	341-400	<u>Various lawn and garden implements</u> (not tractor drawn or mounted) – to include but not limited to roto-tillers, snow throwers, blowers, trimmers (grass/hedge/tree), edgers, blowers/vacuums/ sweepers, sprayers, renovators, spikers, sod cutters, broadcasters/ spreaders, seeders, etc.							
\$442,700	341-500	<u>Cattle Guards – All types</u>							
\$851,544	341-600	<u>Chain Saws-All types</u>							
\$1,150,683	341-700	<u>Accessories</u> Directly related to items accepted under this schedule (includes such things as lubricants, tools, etc.)							
\$408,787	341-800	<u>Hand Tools</u> Specifically Lawn and Garden dedicated. Includes, but not limited to: lawn sprinklers, soaker hoses, garden hoses, grass sheers, pruning sheers, tree trimmers, pruning saws, weed whip cutters, lawn rakes, garden rakes, spading forks, manure forks, brush hooks, and garden hoes.							

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ESTIMATED SALES - (ANNUAL)	SPECIAL ITEM NUMBER (SIN)	SUPPLIES OR SERVICES	BRAND NAME OF ITEM(S) OFFERED	PRICE LIST NAME AND DATE DOMESTIC DELIVERY	BASIC DISCOUNT OFFERED DOMESTIC DELIVERY	TIME OF DELIVERY (DAYS ARO) DOMESTIC DELIVERY	*PRICE LIST NAME AND DATE INTERNATIONAL DELIVERY	*BASIC DISCOUNT OFFERED INTERNATIONAL DELIVERY	*TIME OF DELIVERY (DAYS ARO) INTERNATIONAL DELIVERY
\$100,000	341-099	Introduction of New Products/Services 1. A new or improved product is a product, offered anytime, that has the potential to provide more economical or efficient means for Federal agencies to accomplish their mission. It may be a product existing in the commercial market which is being developed, improved, or not yet introduced to the Federal Government. It also may perform a new task or procedure not currently available under any GSA contract. 2. The vendor must be capable of demonstrating that the product has the potential to provide greater economical or efficient means for Federal agencies to accomplish their mission; perform a new task or procedure not currently available under any GSA contract. 3. As determined by the Government, there are no similar items currently available under an existing Special Item Number(SIN). 4. Vendors must understand that there is no guarantee that the product offered will be recognized and accepted as a new product. 5. Technical review of items may be considered. The Government has sole discretion to determine whether an item shall be accepted as a new product.							

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52.216-19 ORDER LIMITATIONS (OCT 1995) (VARIATION I—AUG 1999)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract. However, offerors may, if willing to accept smaller orders, specify a smaller amount in their offers. If a smaller amount is offered, it is mutually agreed that the Contractor will accept such orders and specify the smaller minimum order limitation in the applicable catalog/pricelist. If the offeror fails to specify a smaller amount, the Government may place orders for a smaller amount. Such orders shall be deemed to be accepted by the Contractor, unless returned to the ordering office within 5 workdays after receipt by the Contractor.

(b) Maximum order. The Contractor is not obligated to honor any order for a combination of items in excess of:

ITEM NUMBER/SIN	MAXIMUM ORDER
ALL SINS	\$120,000

(c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 workdays after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(d) Notwithstanding paragraph (b) and (c) above, the Contractor shall honor any purchase card orders exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

The following two clauses are only applicable if an offer is negotiated and awarded on an FOB Origin basis.

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be: "Transportation is for the * _____ * and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be: "Transportation is for the * _____ * and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. * _____ *. This may be confirmed by contacting * _____ *."

52.247-29 F.O.B. ORIGIN (JUN 1988) (applies to SIN 341-500, Cattle Guards, ONLY)

(a) The term "f.o.b. origin," as used in this clause, means free of expense to the Government delivered—

(1) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipment will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(2) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(3) To a U.S. Postal Service facility; or

(4) If stated in the solicitation, to any Government designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (commercial zones are prescribed by the Interstate Commerce Commission at 49 CFR 1048).

- (b) The Contractor shall—
- (1) (i) Pack and mark the shipment to comply with contract specifications; or
(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;
 - (2) (i) Order specified carrier equipment when requested by the Government; or
(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;
 - (3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;
 - (4) Be responsible for any loss of and/or damage to the goods—
 - (i) Occurring before delivery to the carrier;
 - (ii) Resulting from improper packing and marking; or
 - (iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;
 - (5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show—
 - (i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;
 - (ii) The seals affixed to the conveyance with their serial numbers or other identification;
 - (iii) Lengths and capacities of cars or trucks ordered and furnished;
 - (iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;
 - (v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., (A) "to be converted to a Government bill of lading," or (B) "this shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and
 - (vi) The signature of the carrier's agent and the date the shipment is received by the carrier;and
 - (6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.
- (c) These Contractor responsibilities are specified for performance at the plant or plants at which the supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:
- (1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."
 - (2) Notwithstanding subparagraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor's expense, to the container yard in the same or nearest city where seavan container service is available.

52.247-34 F.O.B. DESTINATION (NOV 1991)

- (a) The term "f.o.b. destination," as used in this clause, means—
- (1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
 - (2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the

actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

- (1)
 - (i) Pack and mark the shipment to comply with contract specifications; or
 - (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

D-FSS-469 PARTS (APR 1984)

All small parts required to be furnished in connection with machines covered by contracts resulting from this solicitation shall be packed in envelopes, sealed, identified with part numbers and quantity on outside of envelopes; larger parts to be individually tagged and identified with part number on face of tag.

F-FSS-210-A DELIVERY—F.O.B. ORIGIN (APR 1984) (applies to SIN 341-500, Cattle Guards, ONLY)

Prices are requested f.o.b. origin (FAR 52.247-29), and such prices shall cover free delivery to any point located within the same commercial zone of the shipping point. Commercial zones as prescribed by the Interstate Commerce Commission are defined in 49 CFR 1048.